

ROSENBERG, SHPALL & ASSOCIATES  
Tomas Shpall, Esq., (SBN 108622)  
401 "B" Street, Suite 2209  
San Diego, California 92101  
Telephone: (619) 232-1826  
Facsimile: (619) 232-1859

*Attorneys for Plaintiff*

FILED

08 OCT 16 PM 2:50

CLERK U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

*clh*  
DEPUTY

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

CALIFORNIA CUSTOMS, INC., a Louisiana  
corporation, and all others similarly situated,

Plaintiff,

v.

GENERA CORPORATION, a California  
corporation; MAXZONE VEHICLE  
LIGHTING CORP., a California corporation;  
E-LITE AUTOMOTIVE, INC., a California  
corporation, TYC BROTHER INDUSTRIAL  
CO., LTD., a Taiwanese corporation; DEPO  
AUTO PARTS INDUSTRIAL CO., LTD., a  
Taiwanese corporation and EAGLE EYES  
TRAFFIC INDUSTRIAL CO., LTD., a  
Taiwanese corporation,

Defendants.

Case No.

'08 CV 1900 JAH AJB

CLASS ACTION COMPLAINT FOR  
INJUNCTIVE RELIEF FOR VIOLATION  
OF THE SHERMAN ACT

DEMAND FOR JURY TRIAL

Plaintiff California Customs, Inc. ("Plaintiff") brings this action on its own behalf and on behalf of all those similarly situated to obtain injunctive relief for Defendants' violations of the federal antitrust laws. Defendants' violations stem from their artificial manipulation of the market for aftermarket automotive lighting products. Plaintiff demands a trial by jury. Plaintiff alleges on information and belief the following:

*CR*

## JURISDICTION AND VENUE

1  
2       1.     This action is brought pursuant to 15 U.S.C. § 26 against Defendants for the  
3 injuries sustained by Plaintiff and the members of the Class by reason of the violations, as  
4 hereinafter alleged, of Section 1 of the Sherman Act, 15 U.S.C. § 1. This action is also brought to  
5 secure injunctive relief against Defendants to prevent them from further violating Section 1 of the  
6 Sherman Act, as hereinafter alleged.

7       2.     Jurisdiction in this Court derives from 28 U.S.C. §§ 1331 and 1337 and Sections 4  
8 and 16 of the Clayton Act, 15 U.S.C. § 26.

9       3.     Venue lies in this District pursuant to 15 U.S.C. §§ 22 and 26 and 28 U.S.C. §§  
10 391(b) and (c). Venue is proper here because, during the Class Period, one or more of the  
11 Defendants resided, transacted business, was found, or had agents in this District, and because a  
12 substantial portion of the affected interstate trade and commerce described below was carried out  
13 in this District.

## THE PARTIES

14  
15  
16       4.     Plaintiff California Customs, Inc. is a corporation duly organized and existing  
17 under the laws of the State of Louisiana with its principal place of business in Harvey, Louisiana.  
18 During the relevant period, Plaintiff purchased aftermarket automotive lighting products sold by  
19 one or more of the Defendants.

20       5.     Defendant Genera Corporation ("Genera") is a corporation duly organized and  
21 existing under the laws of the State of California with its principal place of business located at 26  
22 Centerpointe Drive, Suite 100, La Palma, California 90623. Genera imports, distributes and sells,  
23 throughout the United States, aftermarket automotive lighting products imported from Taiwan,  
24 generating \$178 million a year in sales. Genera is a wholly or partially owned subsidiary of  
25 defendant TYC and was formed by TYC in 1991 to be its sole and exclusive United States  
26 distributor.

27       6.     Defendant Maxzone Vehicle Lighting Corp. ("Maxzone") is a corporation duly  
28 organized and existing under the laws of the State of California with its principal place of

1 business located at 11016 Mulberry Avenue, Suite B, Fontana, California 92337. Maxzone  
2 imports, distributes and sells, throughout the United States, aftermarket automotive lighting  
3 products imported from Taiwan. Maxzone is a wholly or partially owned subsidiary of defendant  
4 Depo and was formed by Depo in 1997 to be its sole and exclusive United States distributor.

5 7. Defendant E-Lite Automotive Inc. ("E-Lite") is a corporation duly organized and  
6 existing under the laws of the State of California with its principal place of business located at  
7 14401 Monte Vista Avenue, Chino, California 91708. E-Lite imports distributes and sells,  
8 throughout the United States, aftermarket automotive lighting products imported from Taiwan. E-  
9 Lite is a wholly or partially owned subsidiary of defendant Eagle Eyes and was formed by Eagle  
10 Eyes in 2006 to be its sole and exclusive United States distributor.

11 8. Defendant TYC Brother Industrial Co. Ltd. ("TYC") is a corporation organized  
12 and existing under the laws of Taiwan with its principal place of business located at 72-2 Shin-leh  
13 Road, Tainan Taiwan 702. TYC is a leading manufacturer of aftermarket automotive lighting  
14 products which it manufactures in Taiwan and exports for sale around the world, including the  
15 United States.

16 9. Defendant Depo Auto Parts Ind. Co., Ltd. ("Depo") is a corporation organized and  
17 existing under the laws of Taiwan with its principal place of business located at 20-3, Nan Shih  
18 Lane, Lu Kang, Chang-Hwa Hsien, Taiwan 638. Depo is a leading manufacturer of aftermarket  
19 automotive lighting products which it manufactures in Taiwan and exports for sale around the  
20 world, including the United States.

21 10. Defendant Eagle Eyes Traffic Ind. Co. Ltd. ("Eagle Eyes") is a corporation  
22 organized and existing' under the laws of Taiwan with its principal place of business located at  
23 No. 27 Lane 764 Chung Shan N. Rd., Yung Kang City, Taiwan Hsien, Taiwan, Eagle Eyes is a  
24 manufacturer of aftermarket automotive lighting products which it manufactures in Taiwan and  
25 exports for sale around the world, including the United States.

26  
27 **CO-CONSPIRATORS**

28 11. Various other companies and individuals, not named as Defendants in this

1 Complaint, participated as co-conspirators in the acts complained of herein, and performed acts  
2 and made statements in furtherance of such conspiracy.

### 3 4 TRADE AND COMMERCE

5 12. The relevant product market, for antitrust purposes, consists of aftermarket  
6 automotive lighting products. Aftermarket automotive lighting products constitute a relevant  
7 market distinct from original equipment replacement parts made by the manufacturers of  
8 automobiles. There is a significant difference in the wholesale price, often as large as 50%,  
9 between an OEM product and a comparable aftermarket product. In addition, most insurance  
10 carriers for automobile collisions require automotive body shops to purchase and use aftermarket  
11 products on repairs paid for by the insurance carriers. Accordingly, aftermarket products and  
12 products of original equipment manufacturers are not reasonably interchangeable substitutes from  
13 the point of view of the purchaser and are not in direct and substantial competition with each  
14 other.

15 13. Aftermarket prices are cheaper than OEM prices because aftermarket companies  
16 specialize in such products and tend to redesign and make more cost efficient changes than the  
17 OEM, resulting in cheaper prices.

18 14. The relevant geographic market is the United States.

### 19 20 CLASS ACTION ALLEGATIONS

21 15. Plaintiff brings this action on behalf of itself and as a class action under the  
22 provisions of Rule 23(a) and (b)(2) and (b)(3) of the Federal Rules of Civil Procedure on behalf  
23 of the following class:

24 All persons and entities who purchased in the United States aftermarket automotive  
25 lighting products sold by a Defendant between January 1, 2004 and the present.

26 Excluded from the class are governmental entities, Defendants, co-conspirators, and  
27 the present and former parents, predecessors, subsidiaries and affiliates of the  
28 foregoing.

1 Plaintiff believes that there are hundreds, if not thousands of class members, the exact number  
2 and their identities being known by Defendants.

3 16. The class is so numerous and geographically dispersed that joinder of all members  
4 is impracticable.

5 17. There are questions of law and fact common to the Class, which questions relate to  
6 the existence of the conspiracy alleged, and the type and common pattern of inquiry sustained as a  
7 result thereof, including, but not limited to:

8 a. Whether Defendants engaged in a combination and conspiracy  
9 among themselves to fix, raise, maintain and/or stabilize prices of aftermarket automotive  
10 lighting products sold in the United States, and its territories and possessions;

11 b. The identity of the participants in the conspiracy;

12 c. The duration of the conspiracy alleged in this Complaint and the  
13 nature and character of the acts performed by Defendants in furtherance of the conspiracy;

14 d. Whether the alleged conspiracy violated Section 1 of the Sherman  
15 Act;

16 e. Whether the conduct of Defendants, as alleged in this complaint,  
17 caused injury to the business and property of Plaintiff and other members of the Class;

18 f. The effect of the Defendants' conspiracy on the prices of  
19 aftermarket automotive lighting products sold in the United States and its territories and  
20 possessions during the Class Period; and

21 g. Whether injunctive relief is appropriate.

22 18. Plaintiff is a member of the Class, Plaintiff's claims are typical of the claims of the  
23 Class members, and Plaintiff will fairly and adequately protect the interests of the members of the  
24 Class. Plaintiff is an indirect purchaser of aftermarket automotive lighting products from one or  
25 more Defendants. Plaintiff's interests are coincident with and not antagonistic to those of the  
26 other members of the Class.

27 19. The prosecution of separate actions by individual members of the Class would  
28 create a risk of inconsistent or varying adjudications.

1           20. Defendants have acted, and refused to act, on grounds generally applicable to the  
2 Class, thereby making appropriate final injunctive relief with respect to the Class.

3           21. The questions of law and fact common to the members of the Class predominate  
4 over any questions affecting only individual members, including legal and factual issues relating  
5 to liability.

6           22. A class action is superior to other available methods for the fair and efficient  
7 adjudication of this controversy. The Class is readily definable and is one for which records  
8 should exist in the files of Defendants. Prosecution as a class action will eliminate the possibility  
9 of repetitious litigation. Treatment as a class action will permit a large number of similarly  
10 situated persons to adjudicate their common claims in a single forum simultaneously, efficiently  
11 and without duplication of effort and expense that numerous individual actions would engender.  
12 Class treatment will also permit the adjudication of relatively small claims by many Class  
13 members who otherwise could not afford to litigate an antitrust claim such as is asserted in this  
14 Complaint. This class action presents no difficulties of management that would preclude its  
15 maintenance as a class action.

16  
17           **THE AFTERMARKET AUTOMOTIVE LIGHTING PRODUCTS MARKET**

18           23. With over 225 million vehicles in the United States, the automotive aftermarket  
19 industry is substantial. Sales of aftermarket automotive products in the United States exceeded  
20 \$285 billion in 2007.

21           24. Aftermarket automotive lighting products include, but are not limited to,  
22 headlamps and bulbs, parking, tail and interior lights, spot lights, fog lights and auxiliary lights.

23           25. The percentage of the entire aftermarket automotive products that is made up of  
24 lighting products is comparatively small, but still a significant amount of commerce, with  
25 approximately \$450 million sales in the United States in 2005, with projected growth to  
26 approximately \$515 million by 2010.

27           26. Collectively, the products of the manufacturing Defendants comprise the majority  
28 of all aftermarket automotive lighting products sold in the United States, and as a consequence,

1 their importer-distributor Defendant affiliates also control the majority of the aftermarket  
2 automotive lighting product market in the United States.

3 27. The Certified Automotive Parts Association ("CAPA") is a non-profit organization  
4 established to develop and oversee a test program guaranteeing the suitability and quality of  
5 automotive parts. Its website states "CAPA encourages competition in the marketplace in the  
6 hope that their program will ultimately reduce expense to the consumer and the industry while  
7 increasing and assuring part quality." Defendants Depo, Eagle Eyes, and TYC Brother Industrial  
8 Co. are all CAPA participating manufacturers.

9  
10 **DEFENDANTS' ANTITRUST VIOLATIONS**

11 28. Defendants Genera, Maxzone, and E-Lite are horizontal competitors that conspired  
12 to fix the prices of and artificially manipulate the market for the importation, sale and distribution  
13 throughout the United States of aftermarket automotive lighting products that are manufactured  
14 primarily in Taiwan. Each of these companies is the exclusive distributor of aftermarket lighting  
15 products made by a specific manufacturer located in Taiwan. Defendant Genera is wholly or  
16 partially owned by and is the exclusive importer and seller of the lighting products made by  
17 defendant TYC; Defendant Maxzone is wholly or partially owned by and is the exclusive  
18 importer and seller of the lighting products of defendant Depo; and defendant E-Lite is wholly or  
19 partially owned by and is the exclusive importer and seller of the lighting products of defendant  
20 Eagle Eyes. Defendant manufacturers TYC, Depo and Eagle Eyes also are horizontal competitors  
21 that conspired to fix the prices of and artificially manipulate the market for aftermarket  
22 automotive lighting products sold in the United States.

23 29. The Defendants employed anticompetitive tactics to eliminate distributors who  
24 refused to participate in Defendants' price fixing scheme, and others who posed a competitive  
25 threat. The effect of Defendants' anticompetitive conduct has been to reduce the number of  
26 competitors selling the relevant products to Plaintiff and the Class.

27 30. Beginning at least as early as January 1, 2004 and continuing up to the present,  
28 Defendants and their co-conspirators combined and conspired to unreasonably restrain



1 competition in interstate commerce in the importation, sale and distribution of aftermarket  
2 automotive lighting products in the United States, in violation of Section 1 of the Sherman Act  
3 (15 U.S.C. §1).

4 31. The purpose and effect of Defendants' price fixing conspiracy has been to  
5 eliminate competition among and between themselves and to eliminate customer choice by  
6 establishing artificially high and noncompetitive prices for aftermarket automotive lights in the  
7 United States. This price fixing agreement constitutes a *per se* violation of Section 1 of the  
8 Sherman Act (15 U.S.C. § 1) in that it eliminates true competition, customer choice and serves no  
9 legitimate purpose.

10 32. From at least January 1, 2004 through the present, there has been pervasive price  
11 fixing of aftermarket automotive lighting products at both the manufacturing and wholesale  
12 levels. Defendants' unlawful conspiracy had the effect of, *inter alia*, raising prices of those  
13 products and eliminating competitors from the market, thereby further restraining trade in the  
14 importation, distribution and sale of aftermarket automotive lights throughout the United States.

15 33. According to a former distributor for defendant Eagle Eyes who was present at  
16 these meetings, Defendants met and conspired to fix prices of aftermarket automotive lighting  
17 products on a number of occasions since 2004. That former distributor identified by name the  
18 executives and managers from the Defendants who participated in meetings with their horizontal  
19 competitors to fix prices. That former distributor also identified the locations where the price  
20 fixing meetings took place.

21 34. Starting at least as early 2004, the representatives of the manufacturers met in  
22 Taiwan to fix the prices at which each manufacturer would sell to its distributors and then the  
23 United States distributors of these Taiwanese manufacturers separately met, including at the  
24 offices of defendant Genera in La Palma, California and at the Automotive Aftermarket Products  
25 Expo ("AAPEX"), an industry trade show in Las Vegas, Nevada, to conspire to fix prices of  
26 aftermarket automotive lighting products. Defendants met at the AAPEX, in November, 2004;  
27 November, 2005; October 2006; and October, 2007, in furtherance of their anticompetitive  
28 conspiracy.



35. Defendants agreed to fix the prices at which they would sell to their respective customers. At distributor meetings, there was open discussion of the manufacturers' meetings in Taiwan and the prices reached at those meetings. The manufacturers' meetings in Taiwan were attended by the following Defendants through the representatives indicated below:

TYC Brother Industrial Co. Ltd.:	Chun-Chi Wu (Chairman/General Manager)
Depo Auto Parts Industrial Co., Ltd:	Shiu-Min Hsu (Chairman) and Jui-Hua Lai (General Manager)
Eagle Eyes Traffic Industrial Co., Ltd.	Yu-Chu Lin (Chairman) and Ching-Tsung Lai (General Manager) Homy Hsu (Vice President)

Since 2007, the distributors' meetings in California and Nevada were attended by the following Defendants through the representatives indicated below:

E-Lite Automotive, Inc.:	George Lee (President) and Shih Chi (Gary) Lin (Eagle Eyes' owner's son).
Genera Corporation:	Drue Hsia (President) and Jackson Kwok (Executive Vice President)
Maxzone Vehicle Lighting Corp.:	Polo Shu Sheng Hsu (President) and Galen Chen (Director of Sales and Marketing)

At meetings between employees of E-Lite, Genera and Maxzone, and possibly others, said employees represented that their United States resale prices were fixed by their respective manufacturers and were graduated (not precisely equal) so as to reflect the market share or consumer preferences for brand. Accordingly, the prices set for Genera, perceived to be the premier aftermarket product, were 2-3 % higher than for Depo and, in turn, Depo's prices were 5-7% higher than Eagle Eyes.

## **ANTICOMPETITIVE EFFECTS OF VIOLATION ON PLAINTIFF AND THE CLASS**

36. The aforesaid conduct of Defendants produced antitrust injury, and unless restrained, will continue to produce the following anticompetitive effects, among others:

(a) competition in the importation, distribution and sale of aftermarket automotive lighting products in the United States has been and continues to be substantially and unreasonably restricted, lessened, foreclosed and eliminated;

(b) barriers to entry into the production, distribution and sale of aftermarket automotive lighting products in the United States have been raised;

(c) prices for customers seeking aftermarket automotive lighting products in the United States have risen and will continue to do so;

(d) customers seeking aftermarket automotive lighting products in the United States are, and will be, deprived of choice with respect to price and vendor/manufacturer; and

(e) the importation, distribution and sale of aftermarket automotive products in the United States will continue to be artificially restrained or monopolized.

## INJURY TO PLAINTIFF

37. By reason of, and as a direct and proximate result of the violations alleged herein, Plaintiff has suffered and will continue to suffer injury in its business and property by Defendants' and co-conspirators' continuing violations of the antitrust laws. Unless Defendants are restrained, plaintiff and other members of the proposed Class will continue to pay artificially inflated, supracompetitive prices for automotive lighting products.

## FRAUDULENT CONCEALMENT

38. Plaintiff had no knowledge of the combination and conspiracy alleged herein, or of any facts that might have led to the discovery thereof in the exercise of reasonable diligence, prior to September 3, 2008, when an attendee of the price-fixing meetings made the Defendants' conspiracy public.

39. Plaintiff could not have discovered the existence of the combination and

1 conspiracy alleged herein at an earlier date by the exercise of reasonable due diligence because of  
2 the deceptive practices and techniques of secrecy employed by the Defendants to avoid detection  
3 and affirmatively conceal such violations including, *inter alia*, unscheduled side meetings at trade  
4 association meetings, telephone calls, and other private, unmonitored meetings.

5 40. As a result of the fraudulent concealment of the conspiracy, the applicable statute  
6 of limitations affecting the causes of action by Plaintiff and the members of the Class was tolled.

7  
8 **COUNT I**

9 **(Violation of the Sherman Act Section 1, 15 U.S.C. § 1)**

10 41. Plaintiff incorporates by reference as if fully set forth herein the allegations  
11 contained in the preceding paragraphs of this Complaint.

12 42. Beginning at least as early as 2004, and continuing to the present, Defendants and  
13 their co-conspirators, by and through their officers, directors, employees, agents or other  
14 representatives, entered into a continuing agreement, understanding and conspiracy in restraint of  
15 trade to artificially raise, fix, maintain and/or stabilize prices for aftermarket automotive lighting  
16 products, which is illegal *per se* under Section 1 of the Sherman Act (15 U.S.C. § 1).

17 43. Defendants' unlawful conduct resulted in artificially high, supra-competitive  
18 prices being charged by Defendants and their co-conspirators to Plaintiff and the members of the  
19 Class for aftermarket automotive lighting products.

20 44. Plaintiff and members of the Class paid more for aftermarket automotive lighting  
21 products than they would have paid in a competitive marketplace, unfettered by Defendants'  
22 collusive and unlawful price-fixing.

23 45. As a direct and proximate result of Defendants' scheme, Plaintiff and the members  
24 of the Class were injured in their respective businesses and property, in amounts which are  
25 presently undetermined. Plaintiff's injuries consist of paying higher prices for aftermarket  
26 automotive lighting products than it would have paid absent Defendants' conduct. Plaintiff's  
27 injuries are of the type the antitrust laws were designed to prevent and flow from that which  
28 makes Defendants' conduct unlawful.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays as follows:

A. That the Court determine that this action may be maintained as a class action under Rule 23 of the Federal Rules of Civil Procedure.

B. That the contract, combination or conspiracy, and the acts done in furtherance thereof by Conspiring Parties be adjudged to have been in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1.

C. That judgment be entered for Plaintiff and members of the Class against Conspiring Parties for the costs of this action, including reasonable attorneys' fees.

D. That Defendants, their affiliates, successors, transferees, assignees, and the officers, directors, partners, agents and employees thereof, and all other persons acting or claiming to act on their behalf, be permanently enjoined and restrained from continuing to engage in the anticompetitive conduct described herein.

E. That Plaintiff and members of the Class have such other, further and different relief as the case may require and the Court may deem just and proper under the circumstances.

**DEMAND FOR JURY TRIAL**

Pursuant to Rules 38 and 39 of the Federal Rules of Civil Procedure and the Constitution of the United States, Plaintiffs demand a trial by jury of all issues so triable.

Dated: October 16, 2008

ROSENBERG, SHPALL & ASSOCIATES

By: 

Tomas A. Shpall, Esquire

*Counsel for Plaintiff California Customs, Inc.*

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**

CALIFORNIA CUSTOMS, INC., a Louisiana corporation, and all others similarly situated

**DEFENDANTS**

GENERAL CORPORATION, a California corporation; MAXZONE VEHICLE LIGHTING CORP., a California corporation; E-LITE AUTOMOTIVE, INC., a California corporation; TYC BROTHER INDUSTRIAL CO., LTD., a Taiwanese corporation; DEPO AUTO PARTS INDUSTRIAL CO., LTD., a Taiwanese corporation and EAGLE EYES TRAFFIC INDUSTRIAL CO., LTD., a Taiwanese corporation

(b) County of Residence of First Listed Plaintiff Jefferson Parish, LA  
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant San Diego, CA  
(EXCEPT IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known) BY

(c) Attorney's (Firm Name, Address, and Telephone Number)

Tomas Shpall, Esq. (#108622)  
Rosenberg, Shpall & Associates  
401 B Street, Suite 2209  
San Diego, CA 92101  
619-232-1826

08 CV 1900 JAH AJB

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☒ 3 Federal Question (U.S. Government Not a Party)  
☐ 2 U.S. Government Defendant  
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in one Box for Plaintiff and One Box for Defendant)

- |   |                            |                            |   |                            |                            |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
|   | PTF                        | DEF                        |   | PT                         | DEF                        |
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury—Med. Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus—Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input checked="" type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities—Employment <input type="checkbox"/> 446 Amer. w/Disabilities—Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

**V. ORIGIN**

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from another district (specify)  
☐ 6 Multidistrict Litigation  
☐ 7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

15 U.S.C. § 1

Brief description of cause:

Conspiracy in restraint of trade to artificially raise, fix, maintain and/or stabilize prices for aftermarket automotive lighting products

**VII. REQUESTED IN COMPLAINT:**

☒ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

**DEMAND \$**

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

October 16, 2008

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # 156177

AMOUNT \$350

APPLYING IFP

JUDGE

MAG. JUDGE

American LegalNet, Inc.  
www.FarmsWorkflow.com

**UNITED STATES  
DISTRICT COURT**  
SOUTHERN DISTRICT OF CALIFORNIA  
SAN DIEGO DIVISION

**# 156177 - BH**

**October 16, 2008  
14:51:56**

**Civ Fil Non-Pris**

USAO #: 08CV1900 CIVIL FILING

Judge.: JOHN A HOUSTON

Amount.: \$350.00 CK

Check#: BC#8203

**Total-> \$350.00**

FROM: CALIF. CUSTOMS INC V. GENERA  
CIVIL FILING